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of the conflict between state and federal courts on the second point probably lies in the feeling on the part of Congress and federal courts that the revenue laws must be rigidly enforced even at the risk of imposing a hardship upon an innocent person occasionally, rather than create an opportunity for evasion of the law by exempting the property of such persons from its scope, while the state legislatures and courts do not consider such an ironclad forfeiture rule necessary to the adequate enforcement of the prohibition laws. On the first point, the instant case is a liberal interpretation of the statute and calculated to give full effect to the legislative intent.

MARRIAGE—FRAUD JUSTIFYING ANNULMENT.—Plaintiff and defendant, both of the Jewish faith, agreed to be married by a person other than a Rabbi, upon defendant's promise that they would afterwards have a Jewish wedding. A civil-marriage ceremony was then had, but the defendant later refused to have a Jewish wedding, saying he didn't believe in it and that they should live together without it. Plaintiff seeks to have this civil-marriage annulled on the grounds of fraud,—on the theory, that she would not have married the defendant, had he not so promised, and that the marriage was never consummated. *Held*, no fraud justifying annulment, there being no misrepresentation of an existing fact,—“he did not state that anything *was*, but only that something *would be*.” *Schacter v. Schacter* (1919), 178 N. Y. Supp. 212.

As a general rule, it must appear that there has been a misrepresentation as to a material fact, either past or present, upon which the plaintiff has relied, before the courts will annul the marriage contract. The defendant must have misrepresented that which *was*, and not that which *would be*, for a misrepresentation as to future facts is not regarded as legal fraud, justifying annulment of the marriage contract. *Farley v. Farley*, 94 Ala. 501; *Browning v. Browning*, 89 Kan. 98, Ann. Cas. 1914 C 1288, and note; *Di Lorenzo v. Di Lorenzo*, 174 N. Y. 467, 95 A. S. R. 609, note; also monographic note to *State v. Lowell*, 78 Minn. 166, 79 A. S. R. 358, p. 371. Though the plaintiff, as in this case, may regard marriage as a strictly religious ceremony, and consequently find himself or herself, as the case may be, in a very disagreeable and disquieting situation, still the law does not protect against a mere disturbance of religious convictions. It has been held that even though the defendant has made misrepresentations, as to past or present facts, which actually led to a marriage under conditions inconsistent with the plaintiff's beliefs and convictions, still no remedy will be given. *Clarke v. Clarke*, 11 Abb. Prac. 228; *Fiske v. Fiske*, 6 App. Div. 432.

MASTER AND SERVANT—HIRER OF TEAMS AND TEAMSTERS OF ANOTHER LIABLE FOR TEAMSTER'S NEGLIGENCE.—A coal company hired teams, drivers and wagon trucks from an ice company to deliver coal, Coal company furnishing wagon boxes and directing drivers where to get coal and where to deliver it. Ice company paid drivers and was paid by Coal company on basis of amount delivered. One of the drivers mired his wagon, and, in unhitching team to return it for the night to Ice company's stables, left wagon tongue